

LIMITED SOLICITATION

The "limited solicitation process" permits an agency to make purchases between \$5,001 and \$25,000 with only limited competition. This option is designed to be an intermediate step between "small purchase" procedures and the formal Invitation for Bid or Request for Proposal. A second objective of limited solicitation is to increase purchasing efficiency by allowing field and program staff to process most of their own procurements.

This procedure requires a minimum of three written or oral quotations, if available. The limited solicitation procedure must be documented, using either the Limited Solicitation Summary Sheet for quotes obtained by phone, or the more formal Limited Solicitation Form for written quotes. Wherever practical, use the State Procurement Bureau's central vendor list.

This method does not apply to controlled items purchased through term contracts, requisition time schedules, the Central Stores Program, or Print & Mail Services, unless specifically provided in the individual agency's delegation agreement.

See section 18-4-305, MCA, and ARM 2.5.603.

USE FOR PHONE QUOTES

LIMITED SOLICITATION SUMMARY SHEET - (\$5,001 - \$25,000)

This purchase is being conducted under the authority of section 2.5.603 of the Administrative Rules of Montana and section 18-4-305, MCA. Purchases between \$5,001 and \$25,000 are considered eligible for a "limited solicitation" process. Reciprocal preference is not applied to purchases using the limited solicitation process. Agencies must identify all information for the items or services being requested, such as the manufacturer and model number, delivery and/or shipping requirements, and ending date for receipt of quotes. This information may be read to each vendor over the phone or provided in written form. All supporting documentation must be kept with this form.

Agency/Division: _____

Date: _____

Procurement Official: _____

F.O.B. _____

PRODUCT DESCRIPTION:		BRAND/MODEL:	
REQUIRED DELIVERY DATE:			
VENDOR NAME			
CONTACT PERSON			
PHONE/FAX #			
FEDERAL I.D. #			
QUOTE PRICE			
AWARDED TO/ P.O. #			

USE FOR WRITTEN QUOTES**State of Montana
LIMITED SOLICITATION FORM****Department of**

(name)

Solicitation Number: _____

Solicitation Title: _____

Agency Contact: _____

Limited Solicitation is an informal procurement method for purchases between \$5,001 and \$25,000. This process is authorized by section 18-4-305, MCA, and ARM 2.5.603.

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Federal Tax ID Number: _____

Responses to this solicitation will be accepted by _____ (agency) at
_____ (address) until _____ (date) at
_____ (time).

Description of items/services: include purpose or use of product, description, including any performance or design requirements, brand names, delivery requirements, etc. (As needed, include standard statements on insurance or worker's compensation requirements, etc. Use extra sheets as necessary.)

Price: \$ _____

Vendor Signature: _____

Additional vendor information attached: Yes _____ No _____

SEE STANDARD TERMS AND CONDITIONS ON BACK

Standard Terms and Conditions

By submitting a response to this limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The limited solicitation or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices. All contractors may be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.